



### **Amendment to Clarify Scope of Services**

The Services Agreement between the City of Upland, a municipal corporation ("City") and G4S Secure Solutions (USA) Inc. ("G4S"), for supplemental security services for the Upland Jail Facility dated June 1, 2019 ("Agreement"), is hereby amended as follows:

**Whereas**, City and G4S acknowledge that Assembly Bill 32 prohibits the operation of a private detention facility within the State of California. ([Cal. Penal Code § 9501.](#))

**Whereas**, City and G4S agree that G4S does not operate or manage the City Jail as defined under AB 32 and Cal. Penal Code §§ 9500(b) and 9501.

**Now therefore**, in consideration of accords made herein, and the exchange of such good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and G4S agree to the following amendments of the Agreement as follows:

1. City maintains all decision-making authority and responsibility for the operation and management of the City Jail. City's responsibilities include, but are not limited to:
  - a. Creating and implementing the City's Jail Manual;
  - b. Providing G4S with copies of all relevant policies and procedures;
  - c. Managing the food services contract and inventory;
  - d. Managing linen and janitorial responsibilities; and
  - e. Maintaining responsibility for any maintenance or repair obligations.
2. City shall identify and employ the Facility Administrator and Facility Manager required by Title 15, Minimum Standards for Local Detention Facilities, issued by the Board of State and Community Corrections. As defined in Title 15, the Facility Administrator means the sheriff, chief of police, chief probation officer, or other official charged by law with the administration of a local detention facility. The Facility Manager means the jail commander, camp superintendent, or other comparable employee who has been delegated the responsibility for operating a local detention facility by a facility administrator.
3. City and G4S agree that the scope of G4S's services provided to the City are limited to the staffing of security officers who shall comply with directives provided by City. G4S personnel are classified as security officers or custody officers, not detention officers. G4S's responsibilities include, but are not limited to:
  - a. Receiving, processing and monitoring individuals at the Jail in accordance with Jail policies and procedures;
  - b. Ensuring there is appropriate staffing at the Jail as requested by City; and
  - c. Other duties as requested by City.
4. City and G4S agree that any and all language referencing "Operate", "Manage", or any variations thereof contained in any existing Agreement, Exhibit to any Agreement, and Request for Proposals between City and G4S regarding the scope of G4S's services provided to the City are to be stricken.
5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in one or more counterparts, each of which shall be

deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Amendment is executed by City and G4S acting by and through their authorized officers.

City of Upland

By: Rosemary Hoerning

Name: Rosemary Hoerning

Title: City manager

Date: 3/9/21

G4S Secure Solutions (USA) Inc.

By: Erik Fields

Name: Erik Fields

Title: Market V.P.

Date: 3/3/2021